

JUDGE RUCHNIAŁO

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Our Ref. : 14-J-002-JK

14 CV 4693

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LIBERTY MUTUAL INSURANCE
COMPANY a/s/o Mason Companies, Inc.,

Plaintiffs,

- against -

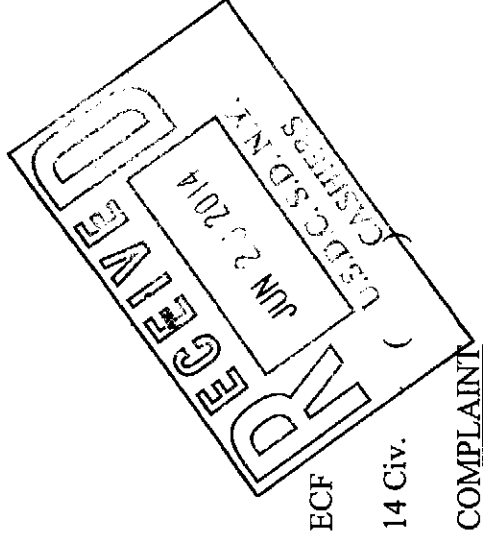
C.H. ROBINSON FREIGHT SERVICES,
LTD., d/b/a CRISTAL LINES and CHINA
OCEAN SHIPPING COMPANY (COSCO),

Defendants.

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Plaintiffs, LIBERTY MUTUAL INSURANCE COMPANY a/s/o Mason Companies, Inc., by its attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the defendants, allege upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.
2. Plaintiff, LIBERTY MUTUAL INSURANCE COMPANY (hereinafter referred to as "LIBERTY"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of the State of



Massachusetts and provided all-risk cargo insurance for the subject shipments hereinafter described, and maintained an office and place of business at 55 Water Street, New York, New York, 10041.

3. Plaintiff LIBERTY has paid the consignee and owner of the shipment mentioned hereinafter pursuant to a marine cargo insurance policy herein before described and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action. The consignee has performed all conditions required on its part to be performed with respect to the subject shipment.

4. Defendant, C.H. ROBINSON FREIGHT SERVICES, LTD., d/b/a CHRISTAL LINES, (hereinafter "CHRISTAL"), is and was a corporation organized and existing under and by virtue of the laws of one of the states of the United States with an office and place of business at 300 Harmon Meadows Boulevard, Suite 300, Secaucus, New Jersey 07094, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. JIN HE as a general vessel engaged in the common carriage of merchandise by water for hire between, among others, the ports of Yantian, China, and Prince Rupert, Canada, for delivery in Chippewa Falls, Wisconsin.

5. Defendant, CHINA OCEAN SHIPPING COMPANY d/b/a COSCO, (hereinafter "COSCO"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o COSCO Container Lines America, 100 Lighting Way, Secaucus, New Jersey 07094, and is and was at all times

hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. JIN HE as a general vessel engaged in the common carriage of merchandise by water for hire between, among others, the ports of Yantian, China, and Prince Rupert, Canada, for delivery in Chippewa Falls, Wisconsin.

6. On or before June 13, 2013, Belle Bay International, Ltd., as shipper, shipped a shipment of 1,022 cartons of woman's footwear, being shipped in containers numbered CBHU1807405, containing 601 cartons, and container CBHU1848678, containing 421 cartons, then being in good order and condition, which was delivered to and received by Defendants CHRISTAL and COSCO and the vessel M.V. JIN HE at Yantian, China, and Defendants CHRISTAL and COSCO and said vessel then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to Chippewa Falls, Wisconsin, via Prince Rupert, Canada, and there deliver same in like good order and condition as when shipped, delivered to and received by them, to Mason Companies, Inc., the consignee and the plaintiff's assured, all in accordance with a bills of lading issued by or on behalf of the aforementioned vessel and defendant CHRISTAL numbered 129519520SZN and defendant COSCO numbered COSU 6080996330, both dated on or about June 18, 2013.

7. Thereafter Defendants CHRISTAL and COSCO failed to make delivery of the aforementioned shipment in the same like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with damage and impaired in value, all in violation of Defendants CHRISTAL's and COSCO's obligations and duties as common carriers of merchandise by water for hire.

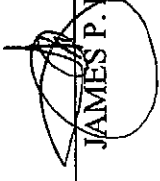
8. By reason of the foregoing premises, plaintiff LIBERTY has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$33,955.01

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if defendants cannot be found within this District then all of their property within this District be attached in the sum of \$33,955.01, with interest thereon and costs, the sum sued for in this Complaint;
3. That judgment may be entered in favor of plaintiff , LIBERTY MUTUAL INSURANCE COMPANY and against defendants C.H. ROBINSON FREIGHT SERVICES, LTD., d/b/a CHRISTAL LINES and CHINA OCEAN SHIPPING COMPANY (COSCO), jointly and severally, in the amount of \$33,955.01, together with interest and costs and the disbursements of this action;
4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: June 26, 2014
Mineola, New York

BADIAK & WILL, LLP
Attorneys for Plaintiffs,
Liberty Mutual Insurance Co.

By: 
JAMES P. KRAUZLIS (JK-4972)